



Health Services
LOS ANGELES COUNTY

Los Angeles County
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William Loos, MD
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313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

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June 8, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH
THE UNITED STATES DEPARTMENT OF THE NAVY AND A
MEDICAL RESIDENCY/FELLOWSHIP AGREEMENT
WITH THE UNITED STATES AIR FORCE
(1st District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign a Memorandum of Understanding (MOU) (Exhibit I) between the United States (U.S.) Department of the Navy, Naval Medical Education and Training Command and the County of Los Angeles, to allow a Navy medical officer to receive training in Trauma/Critical Care at the LAC+USC Healthcare Network (LAC+USC), with no exchange of money between the parties, effective July 1, 2006 through June 30, 2008.
2. Approve and instruct the Director of Health Services, or his designee, to sign a Medical Residency/Fellowship Agreement (Exhibit II) between the U.S. Air Force and the County of Los Angeles, to allow an Air Force medical officer to receive training in Trauma and Surgical Critical Care at LAC+USC, with no exchange of money between the parties, effective July 1, 2006 through June 30, 2008.
3. Approve and delegate authority to the Director of Health Services, or his designee, to enter into future MOUs and medical training agreements with the various U.S. military departments (Army, Air Force, Navy, etc.), substantially similar to Exhibits I and II, with prior approval of the Office of County Counsel and the Chief Administrative Office (CAO), Risk Management.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to allow the Navy and Air Force medical officers, specifically identified in the recommended agreements, to receive clinical experience in emergency medical training in fields such as Trauma/Critical Care and

Surgical Critical Care, under the direct supervision and instruction of LAC+USC's hosting physicians. In addition, delegation of authority to the Director of Health Services to enter into substantially similar medical training agreements with the various U.S. military departments will streamline the current approval process.

FISCAL IMPACT/FINANCING:

There is no monetary payment between the parties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has entered into affiliation agreements with a variety of educational institutions. The agreements are intended to provide the students with observational and practical clinical experience in County facilities. The County benefits from receiving the assistance of additional personnel in the provision of patient care at no cost to the County. The County has entered into similar agreements with the U.S. Departments of the Navy, Army, and Air Force involving training in various medical fields and at various County facilities.

United States Navy and Air Force Agreements:

The term of the recommended MOU with the Navy and the agreement with the Air Force is two years, effective July 1, 2006 through June 30, 2008. The agreements may be terminated by either party by giving at least thirty (30) days prior written notice. The military medical trainees will be under the direct supervision of County physicians. The Chief Executive Officer at LAC+USC is accountable and responsible for oversight of the agreement services.

The medical trainees are also under official military orders by their respective departments assigning them to LAC+USC and are to adhere to all applicable County rules and regulations. The trainees will be provided with appropriate information regarding the County's Risk Management Program. The medical trainees will also be prohibited from receiving any payments other than their military pay and allowances. The County will provide reasonable classroom and conference rooms facilities during the training periods.

Under the provisions of the Federal Tort Claim Act, the Federal Government is liable for any negligent or wrongful acts or omissions of the Navy and the Air Force employees committed while acting within the scope of their duties. The County has committed, however, to providing County indemnification and defense coverage to the Federal Government for any trainee medical malpractice. The liability provisions of the agreements have been approved by CAO Risk Management Operations.

The U.S. Navy and Air Force require that agreements using their MOU and Agreement formats, and therefore, the MOU and the Agreement do not include the standard County provisions.

Delegated Authority:

The Department of Health Services (Department) is requesting delegated authority for the Director of Health Services to enter into future medical training agreements with various military educational

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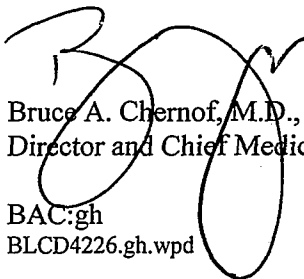
departments because these types of agreements are being requested more frequently and the military has set very short deadlines to place their medical trainees. The delegated authority will streamline the Department's approval process, as well as ensure all legal and risk management requirements are met. The agreements may vary from one another as to the specific training program and training site but will not vary as to other substantive provisions.

Attachment A provides additional information.

County Counsel has approved the agreements as to use and form.

When approved, this Department requires three signed copies of the Board action.

Respectfully submitted,



Bruce A. Chernof, M.D.,
Director and Chief Medical Officer
BAC:gh
BLCD4226.gh.wpd

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Clinical experience in Trauma/Critical Care and Surgical Critical Care at LAC+USC Healthcare Network.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

Department of the Navy
Naval Medical Education and Training Command
8901 Wisconsin Avenue
Bethesda, Maryland 20889-5611
Attention: C.I. Turner, Rear Admiral
Senior Health Care Executive
Phone: (301) 319-4518

HQ AFPC/DPAME
550 C Street W, Suite 27
Randolph AFB, Texas 78150-4729
Attention: James H. Ware, Lt. Col, USAF, MSC, CHE
Associate Dean/Chief, Health Care Education Division
Civilian Institution Programs
Air Force Institute of Technology

3. **TERM:**

The term of the MOU and the Medical/Residency Fellowship Agreement is July 1, 2006 through June 30, 2008.

4. **FINANCIAL INFORMATION:**

There is no cost to the County.

5. **ACCOUNTABLE FOR MONITORING AND EVALUATION:**

Pete Delgado, Chief Executive Officer
LAC+USC Healthcare Network

6. **APPROVALS:**

Clinical Affairs and Affiliations: William Loos, M.D. Acting Senior Medical Officer

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Elizabeth J. Friedman, Senior Deputy